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October 12, 2020

VIA DMS and etariff@psc.sc.gov

South Carolina Public Service Commission
101 Executive Center Drive
Columbia, South Carolina 29210
(803) 896-5100

Re: Light Source Communications, LLC
Docket No. 2020-116-C

Dear Sir/Madam:

Pursuant to Order No. 2020-513 entered on August 13, 2020, attached please find Light Source Communications, LLC's final data tariff for submission.

A searchable PDF format copy of the tariffs were submitted on October 12, 2020 via e-mail to etariff@psc.sc.gov to be uploaded to the Commission's ETariff System.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

/s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
Attorneys for Light Source Communications, LLC

cc: Debra Freitas (w/enc)
Scott Elliott, Esq. (w/enc)
Office of Regulatory Staff (w/enc)

**SOUTH CAROLINA TELECOMMUNICATIONS TARIFF
OF**

Light Source Communications, LLC

13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Regulations and schedule of intrastate charges applying to
intrastate services within the state of South Carolina.

Issued: April 16, 2020
Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective: August 13, 2020

TABLE OF CONTENTS

TITLE PAGE	1
TABLE OF CONTENTS	2
CHECK LIST	3
TARIFF FORMAT SHEET	4
1. EXPLANATION OF SYMBOLS	5
2. APPLICABILITY OF TARIFF	5
3. ACCESSIBILITY OF TARIFF	6
4. DEFINITIONS	7
5. PROVISION OF SERVICE	9
6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES	10
7. OBLIGATIONS OF THE COMPANY	12
8. SERVICE PERIOD	14
9. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	15
10. SPECIAL CONSTRUCTION	15
11. SERVICE OFFERINGS	16
12. SERVICE RATES	16
13. SPECIAL CHARGES	16
14. SERVICE CANCELLATIONS	17
15. SERVICE INTERRUPTIONS	18

Issued: April 16, 2020
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CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

* signifies new tariff sheets or where sheets have been amended

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the South Carolina Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: April 16, 2020

Effective: August 13, 2020

Issued By:

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1. EXPLANATION OF SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(AT) means added to text.

(C) means a correction.

(CP) means a change in rate.

(CT) means change in text.

(DR) means discontinued rate.

(FC) means a change in format lettering or numbering.

(MT) means moved text.

(NR) means new rate.

(RT) means removal of text.

2. APPLICABILITY OF TARIFF

This tariff contains a description of services offered by the Company within the State of South Carolina as to which the Company is required to obtain a Certificate of Public Convenience and Necessity ("CPCN") from the South Carolina Public Service Commission, the terms and conditions under which each of such services is provided and all effective rates and charges applicable to the furnishing of those services. This tariff is binding on the Company with the respect to the services it covers and no deviation of any kind from this tariff as to such services is permitted.

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Effective: August 13, 2020

3. ACCESSIBILITY OF TARIFF

This tariff is on file with the Commission and is accessible at the Company's principal place of business:

Light Source Communications, LLC
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193
Telephone: 734-752-0556

This tariff is available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at the address or phone number shown above.

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Debra Freitas, Chief Executive Officer
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Effective: August 13, 2020

4. DEFINITIONS

As used in this tariff, the following terms shall have the following meanings unless the context requires otherwise:

- A. Commission - The South Carolina Public Service Commission.
- B. Company - Light Source Communications, LLC ("Light Source"), the issuer of this tariff.
- C. Customer - Any person, firm, partnership, corporation, organization or other lawful entity that orders and/or receives services covered by this tariff from the Company.
- D. Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.
- E. Disconnection of service - An arrangement for permanently discontinuing service by terminating the contract and/or removing service from the end-user's premises.
- F. Facilities - All the plant and equipment of the Company or another provider of services, including, without limitation, all tangible and intangible real and personal property and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any provider.
- G. Individual Case Basis or ICB - A service arrangement in which the regulation, rates and charges of the services provided are developed based on the specific circumstances of the case and set forth in a written contract or other agreement between the provider and its customer.
- H. Non-regulated service(s) - Any service(s) the Company is allowed to provide without being granted a CPCN by the Commission, that are not set forth in a tariff approved by the Commission and/or where the rates and/or terms and conditions for such service(s) are not otherwise regulated by the Commission.
- I. Premises - The property, premises or other space occupied by a Customer or authorized user of services.

Issued: April 16, 2020

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Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
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Effective: August 13, 2020

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- J. Service Commencement Date - The first day following the date on which the Company notifies a Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in an agreement between the Company and the Customer and/or, when applicable, this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance and/or use of such service. The Company and Customer may mutually agree on a substitute Service Commencement Date.
- K. User - Any person, firm, partnership, corporation, organization or other lawful entity designated by the Company, a Customer or another authorized party to use services furnished to a Customer by the Company or another provider.

Issued: April 16, 2020

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Effective: August 13, 2020

5. PROVISION OF SERVICE

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this tariff. Contract terms not specifically governed by the tariff will be individually negotiated with each prospective Customer. The Company will not provide services covered by this tariff to any Customer until a contract has been executed.

Issued: April 16, 2020

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6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this tariff and the contract entered into between the Customer and the Company.

B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

Issued: April 16, 2020

Issued By:

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Effective: August 13, 2020

6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
 7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
 8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
 9. Any breach of the terms and conditions contained in this tariff or in the contract between the Customer and the Company governing service.
- C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service in accordance with Commission Regulation 103-633 - Procedures for Termination of Service. Any billing errors shall be adjusted pursuant to Commission's Regulation. 103-623 – Adjustments of Bills
- D. Complaint Procedures: Unless the parties to the written contract agree to different process, which terms shall govern over this tariff, a Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193
Telephone: (734) 752-0556

Issued: April 16, 2020

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6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)**D. Complaint Procedures (cont.)**

The Company shall further direct such supervisory personnel to inform such Customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the South Carolina Office of Regulatory Staff as follows:

South Carolina Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Local – (803) 737-5230
Toll Free Number – (800) 922-1531
Fax Number – (803) 737-4750

7. OBLIGATIONS OF THE COMPANY

A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

Issued: April 16, 2020

Effective: August 13, 2020

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13909 Pennsylvania Road, Suite C
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C. Liability and Indemnification:

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User. To the extent such regulations are applicable to the particular service at issue, or unless the parties to the written contract agree different process, which terms shall govern over this tariff, the Company follows the credits and credit allowances procedures as established in the Commission's rules.
3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

Issued: April 16, 2020

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7. OBLIGATIONS OF THE COMPANY (cont.)

C. Liability and Indemnification (cont.)

5. The Company shall be indemnified and saved harmless by the Customer or User against:

(a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.

(b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and

(c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.

2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

8. SERVICE PERIOD

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

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9. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Individual Case Basis (ICB) arrangements refers to a service arrangement for private line or private circuit services the Company will make available to customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured so as not to be less than the amount necessary to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

10. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such arrangements are appropriate in the particular instance.

A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

Issued: April 16, 2020

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Effective: August 13, 2020

11. SERVICE OFFERINGS

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

12. SERVICE RATES

A. ICB service rates will be charged for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured to recover an amount that is not less than the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

B. Rates for Intrastate Services

1. Recurring Charges - One Year Rates	Monthly
(A) DS I Service	One Net Rate

13. SPECIAL CHARGES

A. Out-of-Normal Work Hours: The charges specified in this Section 12 do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge, equal to the actual higher costs incurred by the Company for overtime and materials, may be imposed.

B. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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13909 Pennsylvania Road, Suite C
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14. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of Customer's representations, warranties or obligations contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

- C. Cancellation of Application for Service: When the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of Facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

Issued: April 16, 2020

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15. SERVICE INTERRUPTIONS

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.
- C. Liability: The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any service interruption. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
- D. Credits: The amount of credit for a service interruption, if any, shall be specified in the contract between the Customer and the Company.

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